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12  
13 **UNITED STATES**  
14 **ENVIRONMENTAL PROTECTION AGENCY**  
15 **REGION IX**  
16 **75 HAWTHORNE STREET**  
17 **SAN FRANCISCO, CA 94105**  
18

19 In the matter of: )  
20 ) U.S. EPA Docket No. **FIFRA-09-2020-0002**  
21 Decon7 Systems, LLC )  
22 ) **CONSENT AGREEMENT**  
23 ) and  
24 ) **FINAL ORDER PURSUANT TO**  
25 Respondent. ) **SECTIONS 22.13 AND 22.18**  
26 \_\_\_\_\_ )  
27 )  
28 )

29 **I. CONSENT AGREEMENT**

30 The United States Environmental Protection Agency (“EPA”) and Decon7 Systems LLC  
31 (“Respondent”) agree to settle this matter and consent to the entry of this Consent Agreement and  
32 Final Order (“CAFO”). This CAFO simultaneously initiates and concludes this proceeding in  
33 accordance with 40 C.F.R. §§22.13(b) and 22.18(b).

34 **A. AUTHORITY AND PARTIES**

35 1. This administrative proceeding for the assessment of a civil administrative penalty  
36 is initiated pursuant to section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act, 7  
U.S.C. § 136, et seq. (hereinafter referred to as "FIFRA" or the “Act”), and the Consolidated

1 Rules of Practice Governing the Administrative Assessment of Civil Penalties and the  
2 Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22.

3 2. Complainant is the Manager of the Toxics Section of the Enforcement and  
4 Compliance Assurance Division, EPA Region IX, who has been duly delegated to commence  
5 and settle an enforcement action in this matter.

6 3. Respondent is an Arizona limited liability company subject to suit under a  
7 common name with an office or business at 8541 E. Anderson Dr. #106, Scottsdale, Arizona.

### 8 **B. STATUTORY AND REGULATORY AUTHORITIES**

#### 9 *Registration*

10 4. Section 3(a) of FIFRA, 7 U.S.C. § 136a, states that “no person in any State may  
11 distribute or sell to any person any pesticide that is not registered under this Act.” See also 40  
12 C.F.R. 152.15, which also provides that no person may distribute or sell any pesticide that is not  
13 registered under the Act, with certain exceptions not applicable here.

14 5. The term “person” means “any individual, partnership, association, corporation, or  
15 any organized group of persons whether incorporated or not.” Section 2(s) of FIFRA, 7 U.S.C.  
16 §136(s).

17 6. The term “pesticide” is, among other things, any substance or mixture of  
18 substances intended for preventing, destroying, repelling, or mitigating any pest. Section 2(u) of  
19 FIFRA, 7 U.S.C. §136(u). See also 40 C.F.R. § 152.15.

20 7. The term “pest” includes (1) any insect, rodent, nematode, fungus, weed, or (2)  
21 any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other micro-  
22 organism (except viruses, bacteria, or other micro-organisms on or in living man or other living  
23 animals) which the Administrator declares to be a pest under FIFRA section 25(c)(1). Section

1 2(t) of FIFRA, 7 U.S.C. §136(t).

2 8. The term “to distribute or sell” means to distribute, sell, offer for sale, hold for  
3 distribution, hold for sale, hold for shipment, ship, deliver for shipment, release for shipment, or  
4 receive and (having so received) deliver or offer to deliver. Section 2(gg) of FIFRA, 7 U.S.C. §  
5 136(gg).

6 9. The term “supplemental distributor” means the distributor authorized by a  
7 registrant to distribute or sell the registrant’s product pursuant to the requirements of 40 C.F.R.  
8 § 152.132. The term “supplemental distribution” is when a registrant distributes or sells the  
9 registrant’s product under another person’s name and address, and such distributor is considered  
10 an agent of the registrant for all intents and purposes under the Act and the requirements of 40  
11 C.F.R. § 152.132 must be met. Supplemental distribution is permitted upon notification to EPA  
12 if all the following conditions are met:

13 a) The registrant has submitted to the Agency for each distributor product a  
14 statement signed by both the registrant and the distributor listing the names and  
15 addresses of the registrant and the distributor, the distributor's company number, the  
16 additional brand name(s) to be used, and the registration number of the registered  
17 product. (40 C.F.R. § 152.132(a))

18 b) The distributor product is produced, packaged and labeled in a registered  
19 establishment operated by the same producer (or under contract in accordance with  
20 §152.30) who produces, packages, and labels the registered product. (40 C.F.R. §  
21 152.132(b))

22 c) The distributor product is not repackaged (remains in the producer's unopened  
23 container). (40 C.F.R. § 152.132(c))

1 d) The label of the distributor product is the same as that of the registered product,  
2 except that: (1) The product name of the distributor product may be different (but may  
3 not be misleading); (2) The name and address of the distributor may appear instead of  
4 that of the registrant; (3) The registration number of the registered product must be  
5 followed by a dash, followed by the distributor's company number (obtainable from  
6 the Agency upon request); (4) The establishment number must be that of the final  
7 establishment at which the product was produced; and (5) Specific claims may be  
8 deleted, provided that no other changes are necessary. (40 C.F.R. § 152.132(d))

9 *Misbranding*

10 10. Section 2(q)(1) of FIFRA, 7 U.S.C. § 136(q), states that “a pesticide is  
11 misbranded if - (A) its labeling bears any statement, design, or graphic representation relative  
12 thereto or to its ingredients which is false or misleading in any particular; ... (C) it is an imitation  
13 of, or is offered for sale under the name of, another pesticide; ... (E) Any word, statement, or  
14 other information required by or under the authority of this Act to appear on the label or labeling  
15 is not prominently placed thereon with such conspicuousness (as compared to other words,  
16 statements, designs, or graphic matter in the labeling) and in such terms as to render it likely to  
17 be read and understood by the ordinary individual under customary conditions of purchase and  
18 use; ...”

19 11. Section 2(p) of FIFRA, 7 U.S.C. § 136(p), defines “labeling” in part, as “all labels  
20 and all other written, printed, or graphic matter – (A) accompanying the pesticide or device at any  
21 time; or (B) to which reference is made on the label or in literature accompanying the  
22 pesticide...” and defines “label” as “the written, printed, or graphic matter on, or attached to, the  
23 pesticide or device or any of its containers or wrappers.”



1 purchaser has signed a statement acknowledging that the purchaser understands that such  
2 pesticide is not registered for use in the United States and cannot be sold in the United States  
3 under this Act. A copy of that statement shall be transmitted to an appropriate official of the  
4 government of the importing country.

5 15. Pursuant to 40 C.F.R. § 168.75(c), an exporter of an unregistered pesticide  
6 product must submit a purchaser acknowledgement statement to EPA containing the information  
7 stated in paragraph (c)(1) of this section, and a statement signed by the exporter certifying that  
8 the exportation did not occur until the signed acknowledgement statement had been obtained  
9 from the purchaser.

10 16. Pursuant to 40 C.F.R. § 168.75(c)(2), Reporting Options, at the discretion of the  
11 exporter, the requirements of 40 C.F.R. § 168.75(c)(1) may be met on a per shipment or annual  
12 basis, as stated in 40 C.F.R. §§ 168.75(c)(2)(i) and (c)(2)(ii). If the procedures in 40 C.F.R. §  
13 168.75(c)(2)(ii) are not followed, EPA will consider 40 C.F.R. § 168.75(c)(2)(i), requiring per-  
14 shipment purchaser acknowledgement statements, to be applicable in full. Where 40 C.F.R. §  
15 168.75(c)(2)(i) is applicable, each shipment which does not meet the requirements of that  
16 paragraph will be considered to be a separate violation of FIFRA.

#### 17 *Unlawful Acts*

18 17. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), states that “it shall be  
19 unlawful for any person in any State to distribute or sell to any person . . . any pesticide that is  
20 not registered . . . or whose registration has been suspended or cancelled.”

21 18. Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), states that “it shall be  
22 unlawful for any person in any State to distribute or sell to any person . . . any pesticide which is  
23 adulterated or misbranded.”



1 EasyDecon Penetrator 200-5000 under distributor product names that include “Decon Seven Part  
2 1” and “D7 Part 1” and with the EPA Reg. No. 74436-1-89833 (“Decon Seven Part 1”).

3 26. At times prior to October 10, 2016, Respondent was a supplemental distributor of  
4 EasyDecon 0213 Fortifier under distributor product names that include “Decon7 Part 2” and “D7  
5 Part #2” and with the EPA Reg. No. 74436-2-89833 (“Decon Seven Part 2”).

6 27. Decon Seven Part 1 and Decon Seven Part 2 are mixed together for use.

7 28. The active ingredient of Decon Seven Part 1 is n-Alkyl (C12-C16)-N, N-dimethyl-  
8 N-benzylammonium chloride (3.2%).

9 29. The active ingredient of Decon Seven Part 2 is Hydrogen Peroxide (7.98%).

10 30. Decon Seven Part 1 and Decon Seven Part 2 each have the signal word “Danger”  
11 as is required of a Toxicity Category Class I Pesticide, the most toxic pesticide classification  
12 under EPA’s labeling regulations at 40 C.F.R. §156.62.

13 31. Decon Seven Part 1 and Decon Seven Part 2 are each a pesticide as defined under  
14 section 2(u) of FIFRA, 7 U.S.C. § 136(u).

15 32. In an email dated November 30, 2015, Respondent sent to EFT Holdings’ agent a  
16 notice of termination of its dealer/supplier agreement, declining to extend the term of the  
17 agreement. This letter does not state the effective date of the termination of the agreement.

18 33. In letters dated September 28, 2016, EFT Holdings notified EPA, Respondent,  
19 and a producer of the pesticides that Respondent’s Supplemental Distributor Agreements for  
20 Decon Seven Part 1 and Decon Seven Part 2 were terminated effective immediately.

21 34. On October 3, 2016, EPA received EFT Holdings’ notice regarding Decon Seven  
22 Part 1 and Decon Seven Part 2.

23 35. On and after October 3, 2016, Decon Seven Part 1 and Decon Seven Part 2 were



1 not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

2 36. On and after October 3, 2016, Decon Seven Part 1 was “misbranded” as that term  
3 is defined by Section 2(q) of FIFRA, 7 U.S.C. § 136(q), because Decon Seven Part 1 was labeled  
4 as a supplemental distributor pesticide product under EFT Holdings’ product registration by use  
5 of EPA Registration Number 74436-1-89833 and this is false and misleading because at the  
6 times relevant to this case Decon Seven Part 1 was not a supplemental distributor product nor  
7 was it a registered pesticide.

8 37. On and after October 3, 2016, Decon Seven Part 2 was “misbranded” as that term  
9 is defined by Section 2(q) of FIFRA, 7 U.S.C. § 136(q), because Decon Seven Part 2 was labeled  
10 as a supplemental distributor pesticide product under EFT Holdings’ product registration by use  
11 of EPA Registration Number 74436-2-89833. This is false and misleading because at the times  
12 relevant to this case Decon Seven Part 2 was not a supplemental distributor product nor was it a  
13 registered pesticide.

14 38. At all times relevant to this action, the Decon Seven Part 1 and Decon Seven Part  
15 2 labels includes the website “[www.Decon7.com](http://www.Decon7.com)” (“Decon7 website”) on the front label. The  
16 Decon7 website is labeling pursuant to FIFRA section 2(p)(2)(B), 7 U.S.C. § 136(p)(2)(B).

17 39. At all times relevant to this action, Decon Seven Part 1 and Decon Seven Part 2  
18 were “*misbranded*” as that term is defined by Section 2(q) of FIFRA, 7 U.S.C. § 136(q) because  
19 the website labeling for Decon Seven Part 1 and Decon Seven Part 2 contained false and  
20 misleading statements including:

- 21 a. Statements about the effectiveness of these products that are false or  
22 misleading pursuant to 40 C.F.R. § 156.10(a)(5)(ii) because the statements  
23 on the website claimed a level of effectiveness for these pesticides beyond

1                   that which EPA allows;

- 2                   a. Statements about use by various federal government agencies that are false  
3                   or misleading pursuant to 40 C.F.R. § 156.10(a)(5)(v) because the  
4                   statements directly or indirectly imply that a pesticide is recommended or  
5                   endorsed by any agency of the Federal Government; and
- 6                   b. Claims as to the safety of the pesticide that are false or misleading  
7                   pursuant to 40 C.F.R. § 156.10(a)(5)(ix) such as “environmentally  
8                   friendly,” “includes substances found in ordinary household products,”  
9                   “biodegradable,” and “gentle enough for household use” when Decon  
10                  Seven Part 1 and Decon Seven Part 2 each have the signal word “Danger”  
11                  as is required of a Toxicity Category Class I Pesticide. Decon Seven Part 1  
12                  causes skin burns and Decon Seven Part 2 can cause irreversible eye  
13                  damage.

14                  40.       From on or about October 13, 2016 to on or about June 27, 2017, Respondent  
15                  distributed or sold Decon Seven Part 1 to persons in the United Kingdom, Canada, Australia,  
16                  Taiwan, and New Zealand on 15 occasions without obtaining and submitting to EPA the  
17                  purchaser acknowledgement statements for export of an unregistered pesticide required by  
18                  section 17(a)(2) of FIFRA, 7 U.S.C. § 1360(a)(2), and 40 C.F.R. § 168.75(c). In each of these  
19                  instances, Respondent violated section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by  
20                  distributing or selling an unregistered pesticide.

21                  41.       From on or about October 13, 2016 to on or about June 27, 2017, Respondent  
22                  distributed or sold Decon Seven Part 2 to persons in the United Kingdom, Canada, Australia,  
23                  Taiwan, and New Zealand on 15 occasions without obtaining and submitting to EPA the

1 purchaser acknowledgement statements for export of an unregistered pesticide required by  
2 section 17(a)(2) of FIFRA, 7 U.S.C. § 1360(a)(2), and 40 C.F.R. § 168.75(c). In each of these  
3 instances, Respondent violated section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by  
4 distributing or selling an unregistered pesticide.

5 42. From on or about October 10, 2016 to on or about March 18, 2018, Respondent  
6 distributed or sold Decon Seven Part 1 to persons in the United States on 353 occasions. In each  
7 of these instances, Respondent violated section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A),  
8 by distributing or selling an unregistered pesticide.

9 43. From on or about October 10, 2016 to on or about March 18, 2018, Respondent  
10 distributed or sold Decon Seven Part 2 to persons in the United States on 353 occasions. In each  
11 of these instances, Respondent violated section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A),  
12 by distributing or selling an unregistered pesticide.

13 44. From on or about August 1, 2015 to on or about March 18, 2018, Respondent  
14 distributed or sold Decon Seven Part 1 to persons in the United States on 626 occasions. In each  
15 of these instances, Respondent violated section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E),  
16 by distributing or selling a misbranded pesticide.

17 45. From on or about August 1, 2015 to on or about March 18, 2018, Respondent  
18 distributed or sold Decon Seven Part 2 to persons in the United States on 626 occasions. In each  
19 of these 626 instances, Respondent violated section 12(a)(1)(E) of FIFRA, 7 U.S.C. §  
20 136j(a)(1)(E), by distributing or selling a misbranded pesticide.

21 46. On or about March 20, 2018, EPA issued a Stop Sale, Use or Removal Order (the  
22 “SSURO”) to Respondent pursuant to Section 13(a) of FIFRA, 7 U.S.C. § 136k(a). Respondent  
23 was required pursuant to Paragraph 85.A of the SSURO to provide an accounting of all products

1 subject to the SSURO and to update this information on the schedule specified in the SSURO.

2 47. On or about May 8, 2019, and July 11, 2019, Respondent submitted reports to  
3 EPA that failed to provide the quantities of the product subject to the SSURO because product  
4 that had been removed from quarantine by Decon7's contract producer was reported as still being  
5 held under quarantine. From on or about May 8, 2019 until on or about August 7, 2019,  
6 Respondent failed to comply with the reporting obligation of the SSURO. In each instance of  
7 failing to report the quantity of pesticide being held under the SSURO, Respondent violated  
8 Section 12(a)(2)(I) of FIFRA, 7 U.S.C. § 136j(a)(2)(1) by violating an order issued under section  
9 13 of FIFRA.

#### 10 **D. RESPONDENTS' ADMISSIONS**

11 48. In accordance with 40 C.F.R. § 22.18(b)(2), and for the purpose of this  
12 proceeding, Respondent (i) admits that EPA has jurisdiction over the subject matter of this  
13 CAFO and over Respondent; (ii) **neither admits nor denies** the specific factual allegations  
14 contained in Section I.C of this CAFO; (iii) consents to any and all conditions specified in this  
15 CAFO, (iv) agrees to pay, and consents to the assessment of, the civil administrative penalty  
16 under Section I.E of this CAFO; (v) waives any right to contest the allegations contained in  
17 Section I.C of this CAFO; and (vi) waives the right to appeal the proposed final order contained  
18 in this CAFO.

#### 19 **E. CIVIL ADMINISTRATIVE PENALTY**

20 49. Respondent consents to the assessment of a civil administrative penalty in the  
21 amount of **TWO HUNDRED THOUSAND DOLLARS (\$200,000)** as final settlement and  
22 complete satisfaction of the civil claims against Respondent arising from the facts alleged in  
23 Section I.C of the CAFO and under the Act.

1 a. Respondent provided information that demonstrates Respondent has a limited  
2 ability to pay civil penalties at this time. Therefore, Respondent shall pay the penalty amount in  
3 three installment payments, and for any penalty amount not paid within thirty (30) days of the  
4 effective date of this CAFO Respondent shall also pay interest on that amount calculated from  
5 the effective date of this CAFO at the IRS underpayment rate. Respondent shall pay the first  
6 payment of \$150,000 within thirty (30) days of the effective date of this CAFO. Respondent  
7 shall pay the second payment of \$25,000 with interest within sixty (60) days of the effective date  
8 of this CAFO. Respondent shall pay the third payment of \$25,000 with interest within ninety (90)  
9 days of the effective date of this CAFO. Respondent shall pay the civil penalty by one of the  
10 methods listed below:

- 11 i. Respondent may pay online through the Department of the Treasury  
12 website at [www.pay.gov](http://www.pay.gov). In the Search Public Form field, enter SFO 1.1,  
13 click EPA Miscellaneous Payments - Cincinnati Finance Center, and  
14 complete the SFO Form Number 1.1.
- 15
- 16 ii. Respondent may pay by remitting a certified or cashier's check, including  
17 the name and docket number of this case, for the amount, payable to  
18 "Treasurer, United States of America," and sent as follows:

19

20 Regular Mail:

21 U.S. Environmental Protection Agency  
22 PO Box 979077  
23 St. Louis, MO 63197-9000

24

25 Overnight/Signed Receipt Confirmation Mail:

26 U.S. Environmental Protection Agency  
27 ATTN Box 979077  
28 1005 Convention Plaza  
29 Mail Station SL-MO-C2GL  
30 St. Louis, MO 63101

- 31
- 32 iii. Respondent may also pay the civil penalty using any method, or  
33 combination of methods, provided on the following website:

34 <http://www2.epa.gov/financial/additional-instructions-making-payments-epa>  
35

1  
2 If clarification regarding a particular method of payment remittance is needed,  
3 contact the EPA's Cincinnati Finance Center at (513) 487-2091.

4  
5 b. Respondent shall identify each and every payment with the name and docket  
6 number of this case; and

7 c. Within 24 hours of payment, Respondent shall provide EPA with proof of  
8 payment ("proof of payment" means, as applicable, a copy of the check, confirmation of credit  
9 card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any  
10 other information required to demonstrate that payment has been made according to EPA  
11 requirements, in the amount due, and identified with the name and docket number of this case),  
12 including proof of the date payment was made, along with a transmittal letter, indicating  
13 Respondent's names, the case title, and docket number, to the following addresses:

14 Regional Hearing Clerk  
15 Office of Regional Counsel (ORC-1)  
16 U.S. Environmental Protection Agency, Region IX  
17 75 Hawthorne Street  
18 San Francisco, CA 94105

19  
20 Scott McWhorter  
21 Enforcement and Compliance Assurance Division (ECAD-4-1)  
22 U.S. Environmental Protection Agency, Region IX  
23 75 Hawthorne Street  
24 San Francisco, CA 94105

25  
26 50. In the event that Respondent fails to pay the civil administrative penalty assessed  
27 above by the due date, Respondent shall pay to EPA a stipulated penalty in the amount of **FIVE**  
28 **HUNDRED DOLLARS (\$500)** for each day that payment is late in addition to the unpaid  
29 balance of the penalty assessed above. Upon EPA's written demand, this stipulated penalty shall  
30 immediately become due and payable.

31 51. If Respondent fails to pay the penalty assessed by this CAFO in full by each due

1 date specified in Paragraph 49, the entire unpaid balance and accrued interest shall become  
2 immediately due and owing. Respondent's tax identification numbers may be used for collecting  
3 or reporting any delinquent monetary obligation arising from this CAFO (see 31 U.S.C. § 7701).  
4 If payment is not received in full by each due date specified in Paragraph 49, interest, penalty and  
5 administrative costs will accrue from the effective date of this CAFO as described at 40 CFR  
6 §13.11. In addition, if this matter is referred to another department or agency (e.g., the  
7 Department of Justice, the Internal Revenue Service), that department or agency may assess its  
8 own administrative costs, in addition to EPA's administrative costs, for handling and collecting  
9 Respondent's overdue debt. Respondent's failure to pay in full the civil administrative penalty by  
10 its due date also may also lead to any or all of the following actions:

11           a. The debt being referred to a credit reporting agency, a collection agency, or to  
12 the Department of Justice for filing of a collection action in the appropriate United States District  
13 Court. 40 C.F.R. §§ 13.13, 13.14, and 13.33. In any such collection action, the validity, amount,  
14 and appropriateness of the assessed penalty and of this CAFO shall not be subject to review.

15           b. The debt being collected by administrative offset (i.e., the withholding of  
16 money payable by the United States to, or held by the United States for, a person to satisfy the  
17 debt the person owes the Government), which includes, but is not limited to, referral to the  
18 Internal Revenue Service for offset against income tax refunds. 40 C.F.R. Part 13, Subparts C  
19 and H.

20           c. EPA may (i) suspend or revoke Respondent's licenses or other privileges; (ii)  
21 suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA  
22 sponsors or funds; (iii) convert the method of payment under a grant or contract from an  
23 advanced payment to a reimbursement method; or (iv) revoke a grantee's or contractor's letter-

1 of-credit. 40 C.F.R. §§ 13.17.

2 **F. RESPONDENT CERTIFICATION**

3 52. In executing this CAFO, Respondent certifies that the information it has supplied  
4 concerning this matter was at the time of submission, and is at the time of signature to this  
5 CAFO, truthful, accurate, and complete; and that Respondent has corrected the violations alleged  
6 in Section I.C of this CAFO. This certification includes, but is not limited to, the information  
7 Respondent supplied to EPA during penalty negotiations, including each submission, response,  
8 and statement made by Respondent to establish its inability to pay the full penalty proposed by  
9 EPA for the violations alleged in Section I.C. of this CAFO. Under 18 U.S.C. § 1001, submitting  
10 false or misleading information can result in significant penalties, including the possibility of  
11 fines and imprisonment for knowing submission of such information.

12 **G. RETENTION OF RIGHTS, BINDING EFFECT, ETC.**

13 53. This Consent Agreement constitutes the entire agreement between the Respondent  
14 and EPA. Full payment of the civil penalty and any applicable interest charges or late fees or  
15 penalties as set forth in this CAFO shall constitute full settlement and satisfaction of civil penalty  
16 liability against Respondent for the violations alleged in Section I.C of this CAFO.

17 54. In accordance with 40 C.F.R. § 22.18(c), this CAFO only resolves Respondent's  
18 liabilities for federal civil penalties for the violations specifically alleged in Section I.C of this  
19 CAFO. Nothing in this CAFO is intended to or shall be construed to resolve: (i) any civil liability  
20 for violations of any provision of any federal, state, or local law, statute, regulation, rule,  
21 ordinance, or permit not specifically alleged in Section I.C of this CAFO; or (ii) any criminal  
22 liability. EPA specifically reserves any and all authorities, rights, and remedies available to it  
23 (including, but not limited to, injunctive or other equitable relief or criminal sanctions) to address



1 any violation of this CAFO or any violation not specifically alleged in Section I.C of this CAFO.

2 This CAFO does not exempt, relieve, modify, or affect in any way Respondent's duties to  
3 comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and  
4 permits.

5 55. Except as set forth in Paragraph 51 above, EPA and Respondent shall each bear  
6 its own fees, costs, and disbursements in this action.

7 56. For the purposes of state and federal income taxation, Respondent shall not claim  
8 a deduction for any civil penalty payment made pursuant to this CAFO.

9 57. This CAFO constitutes an enforcement action for purposes of considering  
10 Respondent's compliance history in any subsequent enforcement action. This CAFO will be  
11 available to the public and does not contain any confidential business information.


12 58. In accordance with 40 C.F.R. §§ 22.18(b)(3) and 22.31(b), the effective date of  
13 this CAFO shall be the date on which the accompanying Final Order, having been signed by the  
14 Regional Judicial Officer, is filed.

15 59. The provisions of this CAFO shall be binding on Respondent and on  
16 Respondent's officers, directors, employees, agents, servants, authorized representatives,  
17 successors, and assigns.

18 60. The undersigned representatives of each party to this Consent Agreement certify  
19 that each is duly authorized by the party whom he or she represents to enter into the terms and  
20

1 conditions of this Consent Agreement and Final Order and bind that party to it.

2  
3 **NAME: DECON7 SYSTEMS, LLC**

4  
5  
6 Date: 10/2/19 By: 

7  
8  
9 Name: Matthew Bluhm

10  
11  
12 Title: CEO

13

1 **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:**

2  
3  
4 Date: 10.30.2019 By:




6 MATT SALAZAR  
7 Manager, Toxics Section  
8 Enforcement and Compliance Assurance Division  
9 U.S. Environmental Protection Agency,  
10 Region IX  
11  
12  
13

**II. FINAL ORDER**

1  
2  
3 IT IS HEREBY ORDERED that this Consent Agreement and Final Order (EPA Docket  
4 No. FIFRA-09-2000-0002) be entered and that Respondent shall pay a civil administrative penalty  
5 in the amount of **TWO HUNDRED THOUSAND DOLLARS (\$200,000)** plus interest in  
6 accordance with the terms of this Consent Agreement and Final Order.

7  
8  
9  
10 Date:

Nov. 6, 2019

  
\_\_\_\_\_  
Beatrice Wong  
Regional Judicial Officer  
U.S. EPA, Region IX

CERTIFICATE OF SERVICE

I certify that the original of the fully executed Consent Agreement and Final Order, (Docket No FIFRA-09-2020- 0002 ) was filed with the Regional Hearing Clerk, U.S. EPA, Region IX, 75 Hawthorne Street, San Francisco, CA 94105, and that a true and correct copy of the same was sent to the following parties:

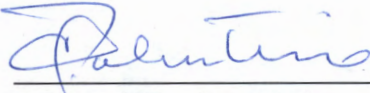
A copy was mailed via CERTIFIED MAIL to:

Matthew Bluhm, CEO  
Decon7 Systems LLC  
8541 E Anderson Dr #106  
Scottsdale, AZ 85225

**CERTIFIED MAIL NUMBER: 7018 0680 0000 3319 8543**

An additional copy was hand-delivered to the following U.S. EPA case attorney:

Margaret Alkon  
Assistant Regional Counsel (ORC-2)  
U.S. EPA, Region IX  
75 Hawthorne Street  
San Francisco, CA 94105



FOR:

Regional Hearing Clerk  
U.S. EPA, Region IX



Date